

AIRSTALL CORPORATION GENERAL TERMS AND CONDITIONS AGREEMENT

The following Equipment Lease Terms and Conditions (the **Terms and Conditions**) shall be deemed to be incorporated into any and all Invoices, Lease Orders, or Lease Agreements (individually and collectively, the **Agreement**) for the lease of Equipment (defined in the **Agreement**) executed between **AirStall Corporation (ASC)**, and a **Party** leasing Equipment from **ASC** (the **Lessee**). By executing the Agreement, **Lessee** signifies its lease of the Equipment is to be bound by these Terms and Conditions in addition to the Agreement. In the event of any inconsistency between the provisions of these Terms and Conditions and any provision of the Agreement, the terms and provisions of these Terms and Conditions shall govern and control.

1. Operation: **Lessee** shall at its expense keep and maintain the Equipment in a good state of repair, normal wear and tear excepted, and shall use the Equipment only for its intended purpose and follow **ASC's** instructions and manuals regarding the safe use and maintenance of the Equipment. **Lessee** shall use the Equipment in a careful and proper manner and shall comply with all national, state, municipal, and other laws, ordinances and regulations in anyway relating to the possession, use or maintenance of the Equipment.

2. Rent: In consideration of **Lessee's** right to possess and use the Equipment during the Term (as defined in Section 9), **Lessee** shall pay the rent at the rate specified in the Lease Agreement (**Rent**) in advance, and, if applicable, on the first day of each calendar month or specific date determined by the **Parties** during the Term. In certain cases, **ASC** may ask for a deposit for the use of the equipment of some specified amount to be determined by **ASC**; but not more than the full replacement value. **Lessee** shall pay all delivery and shipping costs to transport the Equipment to and from the **Lessee's** designated delivery site. **Lessee** shall pay interest on all late payments at the lesser of the rate of 1.5% per month and the highest rate permissible under applicable law, calculated daily and compounded monthly. **Lessee** shall reimburse **ASC** for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Payment of any late charge does not excuse **Lessee** of any default under these Terms and Conditions or the Agreement.

If by the expiration of the Term, **Lessee** does not return the Equipment to **ASC** in the condition and on the terms and conditions of Section 5, **Lessee** shall continue to comply with all the terms and conditions of these Terms and Conditions and the Agreement, including the obligation to pay the prorated daily Rent for each day from the expiration of the Term until the date on which **Lessee** returns such Equipment to **ASC** in the manner required under Section 5 (**Holdover Rent**). **Lessee** shall not construe anything contained in this Section, including **Lessee's** payment of Holdover Rent, as **ASC's** (a) waiver of **Lessee's** failure to perform any obligation under these Terms and Conditions or the Agreement; or (b) assent to any renewal of the Agreement.



3. Limited Warranty: **ASC** shall replace the Equipment with identical or similar Equipment if the Equipment fails to operate in accordance with the manufacturer's specifications and operation instructions. Such replacement shall be made as soon as practicable after **Lessee** returns the non-conforming Equipment. **Lessee** shall return all non-conforming Equipment at its expense and risk of loss to **ASC** to the destination specified by **ASC**. Products manufactured by a third **Party (Third-Party Products)** may constitute, contain, be contained in, incorporated into, attached to, or packaged together with, the Equipment. Third-**Party** Products are not covered by the above limited warranty.

The limited warranty above does not apply where the Equipment has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions, or use contrary to any instructions issued by **ASC**, or used with any Third-**Party** Product, hardware, software, or product that has not been previously approved in writing by **ASC**.

OTHER THAN AS SET FORTH ABOVE, ASC MAKES NO WARRANTY WHATSOEVER, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY AGAINST INTERFERENCE; OR (d) WARRANTY AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

THE REMEDIES SET FORTH IN THIS Section 3 ARE LESSEE'S SOLE AND EXCLUSIVE REMEDIES AND ASC'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH HEREIN.

4. Title and Risk of Loss: Title to the Equipment remains with **ASC** throughout the Term, and **Lessee** shall acquire no right, title, or interest in the Equipment. **Lessee** shall not pledge or encumber the Equipment in any way. **Lessee** shall bear all risk of loss, damage, destruction, theft, and condemnation to or of the Equipment from any cause whatsoever (**Loss**) until the Equipment has been returned to **ASC** as specified in Section 5.1. **Lessee** shall notify **ASC** in writing within 10 days of any such Loss.

5. Return of Equipment:

5.1 Obligation to Return Equipment: **Lessee** shall, at its risk and expense, no later than the expiration of the Term (a) remove, inspect, and properly pack the Equipment; and (b) return the Equipment, freight prepaid, to **ASC's** designated facility by delivering the Equipment on board such carrier as **ASC** may specify.



5.2 Condition of Equipment Upon Return: **Lessee** shall cause the Equipment returned for any reason under these Terms and Conditions or the Agreement to (a) be free and clear of all liens (other than liens of **ASC**) and rights of third **Parties**; (b) be in the same condition as when delivered to **Lessee**, including damage due to neglect, ordinary wear and tear excepted; (c) have all **Lessee's** insignia or markings removed; and (d) be in compliance with applicable law.

6. Compliance with Law: **Lessee** shall (a) comply with all applicable laws, regulations, and ordinances and (b) maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under these Terms and Conditions and the Agreement.

7. Indemnification: **Lessee** shall indemnify, defend, and hold harmless **ASC** and its officers, directors, managers, employees, agents, affiliates, successors, and permitted assigns (collectively, **Indemnified Party**) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under these Terms and Conditions and the Agreement, and the cost of pursuing any insurance providers, relating to any claim of a third **Party** arising out of or occurring in connection with the Equipment or **Lessee's** negligence, willful misconduct, or breach of these Terms and Conditions or the Agreement. **Lessee** shall not enter into any settlement without **ASC's** prior written consent.

8. Insurance: During the Term, **Lessee** shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability insurance in a sum no less than \$2,000,000.00 with financially sound and reputable insurers. Upon **ASC's** request, **Lessee** shall provide **ASC** with a certificate of insurance from **Lessee's** insurer evidencing the insurance coverage specified in these Terms and Conditions and the Agreement. **Lessee** shall provide **ASC** with 14 days' advance written notice in the event of a cancellation or material change in **Lessee's** insurance policy. Except where prohibited by law, **Lessee** shall require its insurer to waive all rights of subrogation against **ASC's** insurers and **ASC**.

9. Term and Termination: The term of the Agreement commences on the date the **Lessee** receives delivery of the Equipment, and continues for the period specified in the Agreement, unless and until earlier terminated as provided under these Terms and Conditions (the **Term**). In addition to any remedies that may be provided in these Terms and Conditions and the Agreement, either **Party** may terminate the Agreement with immediate effect upon notice to the other **Party**, if the other **Party**: (i) fails to pay any amount when due under the Agreement and such failure continues for 30 days after the other **Party's** receipt of notice of nonpayment; (ii) has not otherwise performed or complied with any of the terms of these Terms and Conditions or the Agreement, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership,



reorganization, or assignment for the benefit of creditors. If **Lessee** is in default of any of the terms and conditions of these Terms and Conditions or the Agreement, **ASC**, and its agents, at **Lessee's** risk, cost, and expense may during normal business hours enter **Lessee's** premises where the Equipment is stored or used and recover the Equipment.

10. Confidential Information: All non-public, confidential, or proprietary information of **ASC**, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by **ASC** to **Lessee**, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with these Terms and Conditions or the Agreement is confidential, solely for the use of performing the Agreement and may not be disclosed or copied unless authorized by **ASC** in writing. Upon **ASC's** request, **Lessee** shall promptly return all documents and other materials received from **ASC**. **ASC** shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to **Lessee** at the time of disclosure; or (c) rightfully obtained by **Lessee** on a non-confidential basis from a third **Party**.

11. Entire Agreement: These Terms and Conditions and the Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the **Parties** with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

12. Survival: Subject to the limitations and other provisions of these Terms and Conditions and the Agreement: (a) the representations and warranties of the **Parties** contained herein shall survive the expiration or earlier termination of the Agreement; and (b) any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of the Agreement.

13. Notices: All notices given under these Terms and Conditions or the Agreement must be made in writing and sent either electronically or addressed to the relevant **Party** at the designated address of the relevant **Party** or to such other address that may be designated by the receiving **Party** from time to time in accordance with this Section 13. A notice is effective only (i) upon receipt by the receiving **Party** and (ii) if the **Party** giving the notice has complied with the requirements of this Section 13.

14. Severability: If any term or provision of these Terms and Conditions or the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms and Conditions or the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.



15. Amendments: No amendment to or modification of these Terms and Conditions or the Agreement is effective unless it is in writing, identified as an amendment to these Terms and Conditions and the Agreement and signed by an authorized representative of each **Party**.

16. Waiver: No waiver by any **Party** of any of the provisions of these Terms and Conditions or the Agreement shall be effective unless explicitly set forth in writing and signed by the **Party** so waiving. Except as otherwise set forth in these Terms and Conditions and the Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from these Terms and Conditions or the Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

17. Cumulative Remedies: All rights and remedies provided in these Terms and Conditions and the Agreement are cumulative and not exclusive, and the exercise by either **Party** of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the **Parties**, or otherwise. Notwithstanding the previous sentence, the **Parties** intend that **Lessee's** rights under Section 3 are **Lessee's** exclusive remedies for the events specified therein.

18. Assignment; Successors and Assigns: **Lessee** shall not assign, transfer, delegate, or subcontract any of its rights or obligations under these Terms and Conditions or the Agreement without the prior written consent of **ASC**. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve **Lessee** of any of its obligations hereunder. **ASC** may at any time assign, transfer, or subcontract any or all of its rights or obligations under these Terms and Conditions and the Agreement to any affiliate or to any person acquiring all or substantially all of **ASC's** assets without **Lessee's** prior written consent. These Terms and Conditions and the Agreement are binding on and inures to the benefit of the **Parties** to these Terms and Conditions and the Agreement and their respective permitted successors and permitted assigns.

19. No Third-Party Beneficiaries: These Terms and Conditions and the Agreement benefits solely the **Parties** to these Terms and Conditions and the Agreement and their respective permitted successors and assigns and nothing in these Terms and Conditions and the Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms and Conditions and the Agreement.



20. Choice of Law and Choice of Forum: These Terms and Conditions and the Agreement and all matters arising out of or relating to these Terms and Conditions and the Agreement are governed by, and construed in accordance with, the laws of the State of Ohio, without regard to the conflict of law's provisions of such State or Province. Any legal suit, action, or proceeding arising out of or relating to these Terms and Conditions and the Agreement must be instituted in the federal courts of the United States of America or the courts of the State of Ohio, in each case located in the City Cleveland and County of Cuyahoga, and each **Party** irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

21. Limitation of Liability: **ASC SHALL NOT BE LIABLE OR RESPONSIBLE TO LESSEE FOR ANY CLAIM, LOSS, DAMAGE, LIABILITY OR EXPENSE OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, CAUSED BY, ARISING OUT OF OR RELATING TO (1) THE LESSEE'S USE OF THE EQUIPMENT, OR THE INADEQUACY THEREOF FOR ANY PURPOSE, OR ANY DEFECT OR DEFICIENCY THEREIN, OR THE USE, OPERATION OR STORAGE THEREOF, OR THE INTERRUPTION OR LOSS OF THE SERVICE OR USE THEREOF, OR ARISING FROM ANY OTHER REASON OR CAUSE WHATSOEVER RELATING TO OR CONCERNING LESSEE'S USE OF THE EQUIPMENT; AND (2) ANY BREACH OF ANY PROVISION OF THESE TERMS AND CONDITIONS OR THE AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT ASC WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL ASC'S AGGREGATE LIABILITY UNDER THESE TERMS AND CONDITIONS OR THE AGREEMENT EXCEED THE TOTAL OF THE AMOUNTS PAID TO ASC HEREUNDER.**

22. Force Majeure: No **Party** shall be liable or responsible to the other **Party**, or be deemed to have defaulted under or breached these Terms and Conditions or the Agreement, for any failure or delay in fulfilling or performing any term of these Terms and Conditions and the Agreement (except for any obligations of **Lessee** to make payments to **ASC** hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted **Party's (Impacted Party)** reasonable control, including, without limitation, the following force majeure events (**Force Majeure Event(s)**): (a) acts of God; (b) flood, fire, earthquake, pandemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of these Terms and Conditions and the Agreement; (f) national or



regional emergency; and (i) other similar events beyond the reasonable control of the Impacted **Party**.

The Impacted **Party** shall give notice within 10 days of the Force Majeure Event to the other **Party**, stating the period of time the occurrence is expected to continue. The Impacted **Party** shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted **Party** shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted **Party's** failure or delay remains uncured for a period of 30 days following written notice given by it under this Section 22, the other **Party** may thereafter terminate these Terms and Conditions and the Agreement upon 10 days' written notice.

